

GRANT AGREEMENT

This Grant Agreement (“Grant Agreement”), entered into by and between the Indiana Supreme Court, Office of Judicial Administration, Indiana Office of Court Services (“IOCS”) and _____ (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

A. The purpose of this Grant Agreement is to enable IOCS to award a grant, in an amount to be determined by IOCS and specified in a Grant Award Letter that is hereby incorporated fully by reference, to the Grantee for eligible costs of the services or project (the “Project”) described in the Grant Application (**Exhibit A**) and Project Terms and Conditions (**Exhibit B**), which are attached to this Grant Agreement and also incorporated fully by reference.

B. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with any applicable Indiana Code provisions, as well as any applicable rules or policies established by the Indiana Supreme Court. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to IOCS that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the plans and specifications contained in **Exhibit A**. Any modification of the Project from the description given in **Exhibit A** shall require prior written approval of IOCS.

B. The Grantee shall submit to IOCS written progress and financial reports until the completion of the Project. These reports shall be submitted in accordance with the requirements set forth in **Exhibit B** and shall contain such detail of progress and financing on the Project as is requested by IOCS.

4. Term. This Grant Agreement commences on January 1, 2020, and shall remain in effect through December 31, 2020, or until the grant funds are expended, whichever is later.

5. Grant Funding.

A. IOCS shall fund this grant during its Term. The Project Budget is set forth within **Exhibit A**. The Grantee shall not make substantial modifications to any line item in the Project Budget without the prior written consent of IOCS, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of IOCS.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by IOCS and this Grant Agreement has been fully approved by IOCS.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant funds is not prohibited by statute or regulation and is permitted by the project terms and conditions set forth in **Exhibit B**, and IOCS agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IOCS with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be direct deposited by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will otherwise be processed only upon presentation of a Claim Voucher in the form designated by IOCS. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds, or application of an in-kind match, by project budget line items.

C. IOCS may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to IOCS's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims must be submitted with accompanying supportive documentation as designated by IOCS.

7. Project Monitoring by IOCS. IOCS may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to IOCS or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the terms and conditions of this Grant Agreement, the grant application in **Exhibit A**, and the project terms and conditions in **Exhibit B**;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project, or application of an in-kind match, is in conformity with the amounts for each Budget line item as contained in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall

performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to IOCS.

8. Audits and Maintenance of Records. Grantee may be required to submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by IOCS or its authorized designee. Copies shall be furnished to IOCS at no cost.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by IOCS and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in this Grant, Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant. If the Grantee or its agents violate any applicable ethical standards, the IOCS may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or to IOCS. The Grantee agrees that any payments currently due to the State of Indiana or to IOCS may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State of Indiana or to IOCS.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IOCS of any such actions. During the term of such actions, the Grantee agrees that IOCS may suspend funding for the Project.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IOCS. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with IOCS.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC 24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC 24-5-12 [Telephone Solicitations]; or
- (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.

- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of this Grant Agreement even if IC 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by IC 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to IOCS that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

IOCS may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by IOCS.

11. Funding Cancellation. When the Chief Financial Officer, Office of Judicial Administration, makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Chief Financial Officer that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be final and conclusive.

12. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

13. Information Technology Requirements. If this Grant involves information technology-related products or services, Grantee agrees that any such product or services are compatible with the technology standards, including the assistive technology standard, that can be found at <https://www.in.gov/iot/2394.htm>. IOCS may terminate this Grant if the terms of this paragraph are breached.

14. Nondiscrimination. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. To the extent applicable, Grantee also agrees to comply with the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

The Grantee understands that IOCS is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

- A. Notices to IOCS shall be sent to: (Include contact name and title, agency, mailing and e-mail address)

Indiana Office of Court Services
Attn: Erica Costello, Staff Attorney, Adult Guardianship Office
251 North Illinois St., Suite 1600
Indianapolis, IN, 46204-1943
erica.costello@courts.in.gov

- B. Notices to the Grantee shall be sent to: (Include contact name and title, mailing and e-mail address)

- C. As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

16. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Grant Agreement; (3) exhibits prepared by IOCS; (4) Grant Award Letter; (5) Invitation to Apply for Grant; (6) the Grant Application; and (7) exhibits prepared by Grantee.

17. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle IOCS to suspend grant payments, and suspend the Grantee's participation in IOCS grant programs until such time as all material breaches are cured to IOCS's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to IOCS all funds not spent in conformance with this Grant Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by IOCS whenever, for any reason, IOCS determines that such termination is in the best interest of IOCS. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. IOCS will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and IOCS have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Grantee

By: _____
Name/Title (printed): _____
Date: _____

Indiana Office of Judicial Administration

By: _____
Justin P. Forkner, Chief Administrative Officer
Date: _____

Additional representative (if applicable)

By: _____
Name/Title (printed): _____
Date: _____